

General Terms and Conditions for the Purchase of Good and Services

Application of the Terms. Unless otherwise agreed in writing by the Buyer, these General Terms and Conditions for the Purchase of Goods and Services apply to any purchase of Goods and/or Services by the Buyer from You.

- "Applicable Law":** means all regional, national and international laws, regulations and standards applying to the person or circumstances in question including standards imposed by or notices issued by any governmental or regulatory authorities and all generally applicable industry standards including those attributable to self-regulation.
- "Buyer"** the relevant Gruma entity issuing a Purchase Order.
- "Confidential Information":** all information in respect of the business of Buyer and/or the Buyer Group including, but not limited to information concerning their manufacturing procedures and processes, manufacturing equipment, laboratory equipment and procedures, product formulas, product additives, customer lists, product types and characteristics, customer requirements, trade secrets, accounting information, cost information, research and development, sales information, internal business documentation, corporate files, financial information, relationships with actual or potential clients, customers or suppliers, the existence of this agreement and any relationship between You and Buyer and other non-public information, as applicable
- "Delivery Address":** means the address for the delivery of the Goods as set out in the relevant Purchase Order.
- "Delivery Date":** means the date for the delivery of the Goods as set out in the relevant Purchase Order.
- "Force Majeure":** means unforeseeable and unavoidable circumstances entirely beyond the control of the Party concerned, such as an act of God and wars.
- "Services":** Any goods provided by You to the Buyer.
- "Gruma Group":** means in relation to Buyer, each and any subsidiary or holding company from time to time of Buyer, and each and any subsidiary from time to time of a holding company of Buyer.
- "Purchase Order":** means a Purchase Order issued through Buyer's SAP system under the terms of this Contract for the supply of Goods by You to Buyer.
- "Rights":** means registered or unregistered patent rights, copyrights, trademark and design rights, utility model rights, database rights, know how, and other intellectual property rights in any part of the world as may exist from time to time.
- "Services":** Any services provided by You to the Buyer.

“Specifications”: the specifications for the Goods and Services as indicated by Buyer.

“You” the supplier supplying the Goods or Services.

1. Formation

1.1 These general terms and conditions (“Contract”) may only be varied or amended in writing signed by Buyer 's authorised purchasing representative(s)).

1.2 Buyer may at any time make changes in writing relating to this Contract. If such changes result in an increase or decrease in the cost of, or the time required for performance of this Contract by You, the Parties shall agree in good faith an adjustment to the Price, delivery schedule or both. Any such claim or adjustment must be approved by Buyer in writing before You proceed with such changes.

2. The Goods and Services

2.1 The description of Goods and Service under this Contract is as set out in the Specifications.

2.2 You hereby agree, represent and warrant, as a condition of this Contract that on the date of this Contract and during the Warranty Period:

2.2.1 the Goods and Services will meet the Specifications;

2.2.2 all Goods will be of satisfactory quality, and fit for any purpose held out by You or made known to You either in writing or orally at or prior to the Purchase Order being placed;

2.2.3 the Goods will be free from defects in design, material and workmanship (as applicable);

2.2.4 the Goods in all respects will comply with all Applicable Law including, but not limited to, if applicable laws and regulations of the European Union, or of any member state in which such supply is made (“Food Laws”), relating to:

2.2.4.1 the method of manufacture or processing of the Goods including the use of Hazard Analysis Critical Control Point (“HACCP”) and good manufacturing practice;

2.2.4.2 the content, labelling, freedom from contamination, packaging, hygiene, composition and safety of the Goods for use as food or as ingredients of food or as food packaging materials (as the case may be);

2.2.5 the Goods, or its use, resale or importation by the Buyer Group, will not infringe any patent, copyright, registered design, design right, trademark, trade name or other intellectual property right of any third party;

2.2.6 the Goods are free from liens, encumbrances and other claims of third parties.

2.3 If any warranty set out in clause 2.2 is breached, Buyer may demand either the immediate replacement free of charge (rejection) of the Goods, or the remedy of the

defect. In urgent cases, where you are not able to respond to the reasonable requirements of Buyer, Buyer shall have the right to remedy the defects and/or repair the damage itself at Your expense. Any other rights in respect of the breach shall remain unaffected.

2.4 A warranty period in this clause 2 shall be extended by:

2.4.1 the time period during which a failed design has not been redesigned in accordance with the specifications set out in the Commercial Terms plus a reasonable, mutually agreed, period of time allowing to successfully implement the redesigned product design, including consequences related to testing, production process, testing and qualification, supply chain structure; and

2.4.2 the time period during which any of the Goods cannot be used as a result of a failure to comply with the warranties in clause 2.1.

2.5 Without prejudice to clause 2.2.5, You shall promptly notify Buyer in writing of any notice or claim which You received of infringement of any intellectual property rights of any third party by intellectual property used or applied in any of the Goods.

2.6 You will notify Buyer immediately upon becoming aware of any circumstance in which a defect in any of the Goods may affect the quality or safety of any of Buyer' products or result in a breach of Your warranties under clause 2.1.

2.7 You acknowledge that precise conformity of the Goods with the Contract is of the essence of the Contract and Buyer will be entitled to reject the Goods or terminate the Contract if the Goods are not in conformity with the Contract or applicable Purchase Order, however slight the breach may be. Any breach of this clause is deemed a material breach which is not capable of remedy. Any inspection before or after delivery or any approval by Buyer of any specifications, drawings, samples or other descriptions of the Goods prepared by You shall not prejudice Buyer's right to reject defective Goods at a later date or make a claim in respect of them.

2.8 In addition, You warrant that

2.8.1 You will take all such steps as are prudent and in accordance with good practice, and exercise all due diligence in relation to the inspection and auditing of Your suppliers, and checking and testing of raw materials used to manufacture the Goods;

2.8.2 neither You nor any of Your subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labour, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this Contract;

2.8.3 You will conduct Your business in accordance with the principle of sustainable development and will adhere to internationally recognized fundamental standards for occupational health and safety, environmental protection, labour and human rights as well as responsible corporate governance (hereinafter "ESG Standards"). You will adhere at all times to the ESG Standards and will ensure that Your subcontractors of any tier adhere

- to the ESG Standards. Buyer shall have the right to check adherence to the ESG Standards and request evidence of such compliance;
- 2.8.4 You have implemented an environmental management system for managing Your environmental risks and shall comply with and maintain certification requirements throughout the term of the Contract;
 - 2.8.5 You shall conduct Your business in accordance with the Applicable Laws in relation to the subject matter of the Contract;
 - 2.8.6 You will maintain in force all the licenses, permits and authorizations that are necessary to comply with this Contract;
 - 2.8.7 You will not carry out any action that could directly or indirectly result in or constitute a violation of the Applicable Laws and You agree to indemnify Buyer against any claim, damages, costs and liabilities associated with, related to, or arising from, any breach or the Applicable Laws;
 - 2.8.8 You will not do anything that could damage the reputation of Buyer or the Gruma Group; and
 - 2.8.9 any data provided to Buyer by You has been processed in accordance with all Applicable Laws (including but not limited to all relevant data protection legislation).
- 2.9 You will provide the Services in a proper, lawful, efficient and business-like manner and You agree at all times to observe and perform the lawful directions of Buyer which are consistent with the terms of this Contract.
- 2.10 You warrant that the Services will be performed by appropriately qualified, trained and competent personnel with all due care, skill and diligence, in accordance with best industry practice and to the highest standard of quality as it is reasonable for Buyer to expect.
- 2.11 If Buyer acting reasonably shall at any time be dissatisfied for any reason with the performance of any person engaged in the carrying out of the Services, You shall, if Buyer so requires, cease to engage such person in the execution of the Services and provide a competent substitute approved by Buyer (such approval not to be unreasonably withheld or delayed) within 24 hours at no additional cost to Buyer.
- 2.12 Where You fail to provide the Services in accordance with this Contract (or otherwise required by Buyer in writing) other than as a result of any act or omission of Buyer) Buyer may (in addition to any of its other rights or remedies):
- 2.12.1 terminate or vary the whole (or any part) of this Contract without incurring any further obligations to You;
 - 2.12.2 purchase substitute services elsewhere with any additional costs incurred by Buyer in so doing being paid by You;
 - 2.12.3 deduct from any amounts payable to You any costs, expenses and losses incurred by Buyer as a reasonably foreseeable consequence of the failure to provide the Services; and/or

- 2.12.4 delay payment until the provision of the Services has been completed and/or receive a full refund of any amounts paid by Buyer to You in advance.
- 2.13 Without prejudice to any other rights or remedies of Buyer if, during the Warranty Period, it is discovered that the Services do not comply with the requirements of this Contract then Buyer shall have the right to require You, and, where Buyer has paid for the non-compliant Services, free of charge and within a reasonable period (as agreed between the Parties), to re-perform the Services in compliance with the requirements of this Contract.
- 2.14 You will ensure that Your personnel, whilst at Buyer' locations, carry suitable identification with them which shall be produced to Buyer' staff upon request. Your personnel, whilst at the locations, shall cause as little interference with the business of Buyer as reasonably possible. You undertake to observe and comply with all statutory and other reasonable rules and regulations relating to health, safety and security, applicable at the locations, including any policies and procedures of Buyer which are notified to You from time to time.
- 2.15 You shall appoint a manager (Supplier Manager) who shall be responsible for the co-ordination of all matters relating to the supply of the Services. All communications, documentation and materials relating to the Services shall be sent by the Supplier Manager to Buyer nominated manager (Buyer Manager). The Supplier Manager shall be available to liaise with, and respond to queries from, the Buyer Manager. Each party shall notify the other in writing promptly in the event of any proposed change to those appointments.
- 2.16 Any worksheet or similar note provided by You after the performance of the Services which is signed or stamped by or on behalf of Buyer is simply an acknowledgment that certain services have been provided and will not constitute an acceptance by Buyer that the Services comply with this Contract. Buyer will not be considered to have agreed that the Services comply with this Contract until after it has had a reasonable time to check the Services have been properly provided.
- 2.17 Buyer may revise the scope of work of the Services in a manner which does not materially vary the nature of Your work or materially increase the burden on You. Any other revision to the Services may be effected from time to time pursuant only to Buyer's request to You for a quotation based upon the proposed revision. Such quotation shall be provided by You no more than seven (7) days after Your receipt of such request, and Buyer shall accept or reject such quotation within seven (7) days from its receipt. Failure by Buyer to accept a quotation in writing shall be deemed a rejection. Pursuit of negotiation of a quotation by Buyer shall stay the seven (7) day period for so long as such negotiations are pending.
3. **Accreditations**
- 3.1 You acknowledge and agree that a condition of this Contract is for You to be certified as follows:
- 3.1.1 If You are based in the UK or a European Union country, You will be certified to BRC Grade A or higher or IFS Higher Level. If you are only certified to FSSC2200 and/or AIB, You will be required to pass a Buyer audit.

- 3.1.2 If You are based in Russia, You will be certified to FSSC2200, as the rest of standards are not applicable there.
- 3.1.3 If You are based in India or China, You will be certified at least with an AIB audit score of >900 points, if You do not have BRC/IFS certifications.
- 3.2 When the aforementioned standards are not applicable, You must demonstrate that You have an adequate quality management system based on, but not limited to, ISO 9001 standards as well as demonstrate the conformity of the Goods for the use of which it is intended. You must also be able to demonstrate the actions You are carrying out from the point of view of environmental sustainability (ISO 14001 certifications, or similar).
- 3.3 If You are not the manufacturer of the Goods that You supply pursuant to this Contract, You will be responsible for the approval of the manufacturing plants producing the Goods that You sell pursuant to this Contract and You must ensure that the manufacturers hold and maintain the certifications as set out in this clause. This can be done either through requesting the relevant certificates or by performing an audit. In the event that Buyer needs to perform an audit of the manufacturing facility producing the Goods, You must assist Buyer with this requirement.
- 3.4 Buyer shall have the right, at any time, to request evidence of Your certifications and/or the certifications held by the manufacturing facility producing the Goods and You will provide such evidence within 24 hours of any request. Failure to provide any requested evidence within the stated time frame will be deemed a breach of this Contract pursuant to clause 16.2.1.
- 3.5 Any changes to the certifications held by You or held by the manufacturing facility pursuant to this clause will need to be reported to Buyer no later than 48 hours after such change comes into effect. Failure to notify within the stated time frame will be deemed a breach of this Contract pursuant to clause 16.2.1.
- 3.6 In the event of changes to the certifications held by You or held by the manufacturing facility, Buyer reserves the right to terminate the Contract immediately upon notice to You and Buyer will have no liability to You in respect of any such termination.
- 4. **Deforestation**
 - 4.1 You acknowledge and agree that a condition of this Contract is for You to comply with the EU deforestation-free regulation (the "EUDR"). Within thirty (30) calendar days of the EUDR coming into force, You will provide Buyer with a due diligence statement in the form established under the EUDR confirming that the Goods are "deforestation-free" and have been produced in accordance with the laws of the country of production, including laws in relation to land use, environmental protection, labour rights, human rights, tax and trade.
 - 4.2 Any changes in Your compliance with this clause will need to be reported to Buyer no later than 48 hours after such change comes into effect. Failure to notify within the stated time frame will be deemed a breach of this Contract pursuant to clause 16.2.1.
 - 4.3 In the event of any change in Your compliance, Buyer reserves the right to terminate the Contract immediately upon notice to You and Buyer will have no liability to You in respect of any such termination.

5. Inspection and Audit

5.1 Buyer will have the right to enter your premises to:

- 5.1.1 inspect the manufacturing facilities and the equipment used by You in the manufacture of the Goods;
- 5.1.2 inspect and take samples of the raw materials, the packaging and the Goods; and
- 5.1.3 inspect your documents and records in relation to HACCP, inspection and auditing of your suppliers, sampling and testing of raw materials, packaging and the Goods.

5.2 Inspections carried out pursuant to this clause 3 will be carried out during business hours on reasonable notice to You, provided that, in the event of an emergency, You will grant Buyer immediate access to your premises.

5.3 If, as the result of such inspection, Buyer is not satisfied that the Goods will comply in all respects with the terms of this Contract, and any applicable Purchase Order, and Buyer notifies You of this within 30 days of inspection, You will take all steps necessary to ensure compliance. Without prejudice to any other rights of Buyer under the Contract, any failure of this obligation by You will be deemed a material breach which is not capable of remedy entitling Buyer to terminate the Contract.

5.4 You acknowledge that precise conformity of the Goods with the Contract is of the essence of the Contract and Buyer will be entitled to reject the Goods or terminate the Contract, if the Goods are not in conformity with the Contract or applicable Purchase Order, however slight the breach may be. Any breach of this clause is deemed a material breach which is not capable of remedy. Any inspection before or after delivery or any approval by Buyer of any specifications, drawings, samples or other descriptions of the Goods prepared by You shall not prejudice Buyer's right to reject defective Goods at a later date or make a claim in respect of them.

6. Recall and withdrawal

6.1 You will promptly and comprehensively co-operate in dealing with any question of withdrawal or recall of any products consisting of or containing the Goods.

6.2 You will notify Buyer immediately upon becoming aware of any circumstance in which a defect in the Goods may affect the quality or safety of any of Buyer's products or result in a breach of Your warranties under clause 2.2.

7. Price

7.1 The Price for the Goods and the Services will be:

- 7.1.1 inclusive of all charges including, but not limited to, packaging material, packing, shipping, loading, carriage, insurance and delivery of the Goods and any duties, imposts, levies or taxes including value added tax; and
- 7.1.2 fixed for the duration of this Contract or for such period that may be agreed by the parties in writing.

- 7.2 No variation in the Price nor extra charges can be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Buyer.

8. **Payment**

- 8.1 You shall invoice Buyer for the Goods and the Services within 7 (seven) days following delivery. Each invoice must be a proper VAT invoice prepared in accordance with the Payment Terms.
- 8.2 Payment is due in accordance with the Payment Terms.
- 8.3 If any undisputed sum under this Contract is not paid when due then, without prejudice to the parties' other rights under this Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgement, at 2% per annum over the Bank of England's base rate from time to time.

9. **Delivery of the Goods**

- 9.1 The Goods will be delivered DDP Incoterms 2020, unless specifically otherwise agreed in writing by the Parties. References to "the buyer" and "the seller" throughout the Incoterms 2020 rules shall for the purposes of this Contract be interpreted as references to "Buyer " and "You" respectively. In the event any terms of the Incoterms 2020 rules conflict with the provisions of this Contract, the provisions of this Contract shall take precedence.
- 9.2 You shall contact Buyer at such time that the Goods are ready to be dispatched and will fully assist Buyer to arrange for delivery of the Goods to the Delivery Address.
- 9.3 If You do not meet the Delivery Date:
- 9.3.1 You must pay Buyer a delayed delivery fee in the amount of 1% of the Price per each day of delay; and
- 9.3.2 in addition to its other rights (in damages or otherwise), Buyer has the right to terminate this Contract.

Notwithstanding this, You must notify Buyer immediately if You cannot meet the Delivery Date.

- 9.4 You will ensure that at the time of delivery of the Goods, the Goods are accompanied by a prominently displayed delivery note which shows the order number, date of order and contents.
- 9.5 Buyer will not be deemed to have accepted the Goods until it has had 48 (forty-eight) hours to inspect it following delivery at the Delivery Address.
- 9.6 A partial delivery of the Goods requires prior written approval of Buyer. Any additional costs shall be at Your expense, unless Buyer requested the partial delivery.
- 9.7 If recycling is a requirement under any Applicable Laws of the country in which the Goods is to be delivered or used, You guarantee that the protective packaging can be recycled or used again outside the public waste disposal system. At the request of Buyer, You shall be obliged to collect this packaging free of charge and to recover or to recycle it if and as required by law.

10. **Risk / Ownership**

- 10.1 Risk in and ownership of the Goods will pass to Buyer on delivery at the Delivery Address, and any retention of title by You shall be excluded.

11. **Import and Export Regulations**

- 11.1 The following provisions apply to any export or import of the Goods for which You are responsible under this Contract:

11.1.1 You shall comply with all applicable government export and import laws, regulations and ordinances of any country or government having jurisdiction over the export, import or delivery of the Goods, as applicable. You shall not, unless authorised by an adequate license or a regulation, directly or indirectly import or export any technical information, software or other technology furnished or developed by the Parties or any other product developed from or produced using technical information, software or other technology provided under this Contract by Buyer, to any country for which such import or export requires a licence or authorisation, including releasing or making available such technical information, software or other technology to nationals, anywhere in the world, of any such country.

11.1.2 If the delivery of the Goods by You or any subsequent re-transfer of the Goods (to the location as notified by Buyer to You in writing) requires the granting of a permit or licence by a regulatory authority or other import or export authorisation, You shall obtain such licences and other authorisations prior to delivery of the Goods. You shall maintain all necessary import and export permits (as applicable) at all times.

- 11.2 You shall provide Buyer with all information necessary to assess the import and export of the Goods, including any conditions and restrictions imposed by the licensing authorities which may impact the right to use or re-transfer the Goods. If any change in the conditions or restrictions affecting the use or re-transfer of the Goods becomes known to You at any time before or after delivery of the Goods, You shall notify Buyer promptly in writing, providing Buyer with all information reasonably required in order to assess the new use or re-transfer conditions and restrictions affecting the Goods.

- 11.3 In case of a breach of this clause, without prejudice to any other remedies, You shall procure as soon as practicable:

11.3.1 such licence and authorisations as are required to be obtained under the applicable laws and regulations;

11.3.2 an alternative solution compliant with both the Specifications and the applicable laws and regulations; or

11.3.3 a redesign of the Goods compliant with both the Specifications and the applicable laws and regulations.

12. **Force Majeure**

- 12.1 A Party prevented from fulfilling its obligations duly and timely by an event of Force Majeure ("**Subjected Party**") shall inform the other Party ("**Other Party**") promptly, both

orally and in writing, specifying the cause of Force Majeure and how it may affect its performance, including a good faith best estimate of the likely scope and duration of interference with its obligations. The Subjected Party shall make best efforts to terminate or avoid as soon as practicable the Force Majeure circumstances.

- 12.2 The Other Party shall be released from performing any of its obligations for the duration of the Force Majeure event. The Parties shall consult with each other in order to minimise all damages, costs and possible other negative effects. Upon remediation of the Force Majeure event, the Subjected Party shall promptly resume performance of its obligations, provided that this Contract has not been terminated in accordance with clause 16.2.2

13. Intellectual Property Rights/Third-Party Rights

- 13.1 If the Goods are manufactured or supplied according to Buyer 's, or any member of the Buyer Group's, proprietary designs or specifications ("**Buyer Designs**"), or where You have provided any design or development services to Buyer or the Buyer Group in connection with the Goods ("**Commissioned Designs**"), the Rights in relation to the Buyer Designs and the Commissioned Designs (together the "**Developments**") shall be the exclusive property of Buyer. "**Developments**" shall include, but not be limited to, any information, knowledge, idea, design, material, or invention and any expression of any idea created by You (or Your agents or employees) in connection with the Buyer Designs or Commissioned Designs.
- 13.2 You shall fully disclose all Developments to Buyer and shall not use the Developments for Your own purposes nor disclose the Developments or use them for any third party without the prior written consent of Buyer. You will take all measures which may be necessary to vest Rights in the Developments in Buyer or its nominee and shall assist Buyer and the Buyer Group in establishing and protecting such Rights, including if necessary, doing all such acts and executing all such documents which Buyer deems necessary for the purpose of establishing and protecting such Rights. To the extent permitted by Applicable Laws, You shall waive or shall procure the waiver of moral rights in the Developments in relation to Buyer, the Buyer Group (and its successors) and any third party authorised to use the Rights by Buyer.
- 13.3 You shall indemnify and keep indemnified Buyer and the Buyer Group in respect of any claim that the use or possession of any Goods supplied by or on behalf of You infringes any Rights of any third party. The indemnity shall include all expenses and costs incurred by Buyer or the Buyer Group in connection with any claim made by a third party.
- 13.4 You shall as soon as reasonably practicable upon becoming aware thereof give to Buyer in writing particulars of any use or proposed use by any other person of any Rights owned by Buyer or any member of the Buyer Group for Goods or any mode of promotion or advertising for Goods which amounts or might amount to infringement of Rights owned by Buyer or any member of the Buyer Group or to passing off the same.
- 13.5 If You become aware that any person alleges that any Rights owned by Buyer of any member of the Buyer Group are invalid or that use of such Rights infringes any Rights of another party, then You shall as soon as reasonably practicably give Buyer particulars thereof in writing and shall make no comment or admission to any third party in respect thereof.
- 13.6 All of Buyer 's Rights and all products, samples, documents and information provided to You by Buyer shall remain the property of Buyer or the relevant Buyer Group

member; Buyer in particular reserves all copyrights. Their use by You shall be allowed only within the limits of the purpose of this Contract.

14. **Indemnity and Liability**

14.1 You agree to indemnify Buyer in respect of a direct or indirect breach or negligent performance or failure in performance by You of this Contract.

14.2 Where You are liable to indemnify Buyer under clause 14.1, such indemnity will apply provided that:

14.2.1 Buyer promptly gives notice of any claim under clause 14.1 to You;

14.2.2 Buyer provides to You on request such information and assistance in relation to such claim as You may reasonably require, subject to You indemnifying Buyer against all costs reasonably incurred by it in the provision of such information or assistance; and

14.2.3 Buyer does not make any settlement, compromise or prejudicial admission in relation to such claim without your prior consent (such consent not to be unreasonably withheld or delayed).

14.3 The word “**indemnify**” in these terms means to indemnify, keep indemnified and hold harmless the indemnified party from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims (including without limitation any claims made against Buyer by any of its customers), demands, proceedings or legal costs (on a full indemnity basis) and judgments which the indemnified party incurs or suffers and “indemnity”, “indemnities” and “indemnifies” have a corresponding meaning.

14.4 You shall be liable as for yourself for any person employed or contracted in the performance of Your obligations.

14.5 Without prejudice to any other rights or remedies of Buyer (whether express or implied), if You breach any terms of this Contract (including, without limitation, a failure or delay in delivery of the Goods) or Buyer terminates this Contract in accordance with clause 16.1 then Buyer may (but will not be obliged to), whether or not the Goods have been accepted:

14.5.1 refuse to accept the delivery of the Goods or the provision of the Services;

14.5.2 recover from You any additional expenditure reasonably incurred by Buyer in obtaining the Goods or Services in substitution from another supplier;

14.5.3 claim damages for any additional costs, loss or expenses incurred by Buyer, including without limitation any claims made against Buyer by any of its customers, which are in any way attributable to your breach of this Contract or failure to meet the Delivery Date or at all.

15. **Insurance**

15.1 You will maintain sufficient insurance cover to meet any liability You have under this Contract, including without limitation the indemnity provided under clause 14. On request, You shall show the relevant insurance contracts to Buyer.

15.2 The insurance cover will be maintained with a reputable insurer, and You will produce evidence to Buyer on reasonable request of the insurance policies set out in this clause.

15.3 You warrant that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in this clause being or becoming void, voidable or unenforceable.

16. **Termination**

16.1 This Contract may be terminated by Buyer at any time by serving You not less than 3 months' prior written notice.

16.2 Buyer may terminate this Contract Buyer may by written notice served on You terminate this Contract immediately if:

16.2.1 You are in material breach of any of the terms of this Contract and, where the breach is capable of remedy, You fail to remedy such breach within 7 (seven) days' service of a written notice from Buyer, specifying the breach and requiring it to be remedied. Failure to deliver the Goods on the due date in accordance with clause 9 is a material breach of the terms of this Contract which is not capable of remedy;

16.2.2 an event of Force Majeure continues for more than thirty (30) days, and no adequate remedial solution can be agreed upon within five (5) days thereafter;

16.2.3 You persistently breach the terms of this Contract and fail to take corrective measures, to Buyer 's satisfaction, to ensure proper performance under this Contract;

16.2.4 You shall be dissolved or liquidated, declared bankrupt or otherwise be the subject of suspension of payment or other insolvency proceedings, or if You must reasonably be expected to be unable to meet Your obligations under this Contract; or

16.2.5 You cease to trade or appear in the reasonable opinion of Buyer likely or threatening to cease to trade; or

16.2.6 there is a change in the ownership, control or management of You which would, in the reasonable opinion of Buyer, materially affect the interests of Buyer.

16.3 The termination of the Contact howsoever arising is without prejudice to the rights, duties and liabilities of either You or Buyer accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

16.4 On termination of this Contract, You will refund any advance payments made by Buyer. Termination by Buyer in accordance with these terms shall not give rise to any claim by You for the agreed price of the Goods, damages or any other form of compensation whatsoever.

16.5 Termination of this Contract for whatever reason shall not affect any provisions of this Contract which are intended to continue to have effect after it has come to an end.

17. Confidentiality

- 17.1 You will keep confidential any and all Confidential Information that you may acquire.
- 17.2 You will not use the Confidential Information for any purpose other than to perform your obligations under this Contract. You will ensure that your officers and employees comply with the provisions of this clause 17.
- 17.3 The obligations on You set out in clauses 17.1 and 17.2 will not apply to any information which:
- 17.3.1 is in the public domain (other than as a result of a breach of this clause 17);
 - 17.3.2 You are required to disclose by order of a court or regulatory body of competent jurisdiction; or
 - 17.3.3 is disclosed with the prior written consent of Buyer.
- 17.4 You shall not use, directly or indirectly, any Confidential Information disclosed by Buyer for the purpose of training, developing, adjusting or improving machine learning models, algorithms, or artificial intelligence (AI) systems. You agree that You shall not permit any third party to use the Confidential Information for such purposes. Any breach of this clause shall be considered a material breach of this Contract. This clause shall remain in force and binding on You for the entire term of this Contract and shall survive its termination, regardless of the cause.
- 17.5 You shall be responsible for any unauthorised disclosure made by any of Your employees, servants, sub-contractors or agents and shall take all reasonable precautions to prevent such disclosures.
- 17.6 You shall not use the name, trademarks, trade names or Rights of Buyer or the Buyer Group nor refer to the business connection at any time (before, after or during fulfilment of any order) for advertising, promotional or other purposes without the prior written consent of Buyer.
- 17.7 You agree that any data in connection with Your business relations with Buyer (including personal data) may and will be stored and processed by Buyer, members of the Buyer Group or by third parties employed by Buyer of any member of the Buyer Group.

18. Anti-Bribery and Corruption

- 18.1 For the purposes of this Clause 18, **Prohibited Act** means:
- 18.1.1 offering giving or agreeing to give to any servant of Buyer any gift or consideration of any kind as an inducement or reward:
 - 18.1.1.1 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other agreement with Buyer; or
 - 18.1.1.2 for showing or not showing favour or disfavour to any person in relation to this Contract or any other agreement with Buyer;

- 18.1.2 entering into this Contract or any other agreement with Buyer where a commission has been paid or has been agreed to be paid by the Supplier or on its behalf, or to its knowledge, unless before the relevant agreement is entered into, particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to Buyer;
- 18.1.3 committing any offence:
 - 18.1.3.1 under the Bribery Act 2010;
 - 18.1.3.2 under legislation creating offences in respect of fraudulent acts, or
 - 18.1.3.3 at common law in respect of fraudulent acts in relation to this Contract or any other agreement with Buyer; or
- 18.1.4 defrauding or attempting to defraud or conspiring to defraud Buyer.
- 18.2 You shall not:
 - 18.2.1 commit any Prohibited Act; nor
 - 18.2.2 enter into this Contract if You have knowledge that You, or any person acting on Your behalf, has committed any Prohibited Act in connection with this Contract or any other agreement between You and Buyer.
- 18.3 If You (including any of Your employees, sub-contractors or agents, in all cases whether or not acting with Your knowledge) breach Clause 18.2 Buyer may terminate this Contract by written notice with immediate effect.
- 18.4 Any termination under Clause 18.3 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to Buyer.
- 18.5 Notwithstanding Clause 20, any dispute relating to:
 - 18.5.1 the interpretation of Clause 18.2 to Clause 18.4 inclusive; or
 - 18.5.2 the amount or value of any gift, consideration or commission,shall be determined by Buyer and the decision shall be final and conclusive.
- 18.6 This Contract shall be subject to, and You shall adhere to, the Buyer Code of Ethics and Integrity Policy, as amended from time to time.
- 19. **General**
 - 19.1 Time for performance of all Your obligations under this Contract is of the essence.
 - 19.2 If any condition or part of this Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from that Contract and will be ineffective without, as far as is possible, modifying any other provision or part of this Contract and this will not affect any other provisions of this Contract which will remain in full force and effect.

- 19.3 No failure or delay by Buyer to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 19.4 Buyer may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under this Contract.
- 19.5 This Contract is made for the benefit of Buyer and the Buyer Group from time to time, and any entity in Buyer 's Group may enforce this Contract as if they were Buyer and a party to this Contract.
- 19.6 This Contract is personal to You who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under this Contract without Buyer 's prior written consent.
- 19.7 You shall ensure that any person working for You on any of the Buyer Group's premises receives and complies with the safety rules and the latest issue of the procedures and working practices at that site, and any other instructions given by Buyer.
- 19.8 The relationship of Buyer and You is that of an independent contractor. If by operation of any Applicable Laws the contract of employment of any of Your employees or Your sub-contractors or any liabilities connected with any such contract transfers to Buyer or any third party whom it appoints in place of You, You shall indemnify and keep indemnified Buyer against any liability arising from such transfer (including any liabilities of whatever nature connected with the termination of that individual's employment and his employment until such termination) and any increased costs resulting therefrom.
- 19.9 You shall keep and produce on Buyer 's request, all documentation relating to the Goods supplied reasonably required by Buyer, including all parts thereof as required by any Applicable Laws and in any event for a minimum period of seven years following delivery and shall procure that Your suppliers do the same.
- 19.10 If any of the provisions of this Contract or part thereof is or becomes invalid, the validity of the remaining provisions shall remain unaffected thereby. The parties shall substitute for the invalid provision a new provision which serves the economic purpose of the invalid provision to the furthest possible extent.
- 19.11 This Contract contains all the terms which Buyer and You have agreed in relation to the Goods and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods. You acknowledge that You have not relied upon any warranty, representation, statement or understanding made or given by or on behalf of Buyer which is not set out in this Contract. Nothing in this clause 19.11 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

20. Jurisdiction and Forum

- 20.1 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law.
- 20.2 The English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The Parties agree to submit to that jurisdiction.

